

17. Regulatory Authority

The Contractor assumes responsibility for compliance with all regulatory requirements of the FCC and the DTE, as well as all other applicable laws, ordinances, rules and regulations of federal, state, and municipal *governments or agencies thereof, including without limitation the Americans with Disabilities Act*, and shall be liable for any damages caused by a violation thereof.

18. Conflict of Interest

The Contractor warrants that neither it nor any of its subcontractors are engaged in any relationship that could result in a conflict of interest in the performance of this Agreement. The Contractor further agrees to refrain from entering into any such relationship, and to notify the Project Manager for the Administrator promptly of any potential conflict of interest for itself or its subcontractors. The Administrator may exercise the option to terminate this Agreement if a conflict is found. The Contractor shall not use any information obtained from relay calls for any other services. They may not provide information to users of the relay system that would present a conflict of interest, nor shall they make any information available for sale.

Incorporation of Representations and Warranties; Further Representations and Warranties

a. The Contractor is a corporation duly organized, validly existing, and in good standing under the laws of this state of organization. The Contractor has all the necessary power and authority under applicable corporate law and the organizational documents to own or lease its properties and to carry on its business as it is presently conducted.

b. The Contractor has full corporate power and authority to execute, deliver and perform this Agreement. The execution and delivery of this Agreement and performance under this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Contractor. This Agreement has been duly executed and delivered and attested to by duly authorized officers of the Contractor and is a valid and binding agreement, enforceable against the Contractor in accordance with these terms.

20. General Indemnification; Specific Indemnification Regarding Patent and Copyright Information; Notices of Proceedings

The Contractor agrees to indemnify, defend, and hold harmless the

Administrator and its officers, agents and employees, from any and all claims and losses arising from or relating to any and all contractors, subcontractors, material, men, laborers, and any other persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of, or failure of, service under this Agreement, and from any and all claims and losses arising from or relating to any person, firm, or corporation that may be injured or damaged by the Contractor in performance of this Agreement.

The Contractor, at its expense, will defend any claim or suit that may be brought against the Administrator for infringement of United States patents or copyrights arising from the Contractor's use of any equipment, materials, or information acquired, prepared, or developed by the Contractor in connection with the performance of this Agreement, and, in any suit, will satisfy any final judgment for such infringement. The Administrator will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. The Administrator may participate in the defense of such action, but no costs or expenses shall be incurred for the account of either party by the other without the other party's written consent.

The Contractor shall promptly notify the Administrator in the event that the Contractor learns of any litigation in which he or the Administrator is a party defendant in a case that involves services or materials provided under or in furtherance of this Contract. The Contractor, within five (5) calendar days after being served with a summons, complaint, or other pleading, which has been filed in any federal or state court or any administrative agency, shall deliver copies of such document(s) to the Administrator. The term "litigation" includes an assignment for the benefit of creditors, and bankruptcy, reorganization, and/or foreclosure filings.

21. Termination for Cause

The Administrator may terminate this Agreement for cause upon written notice to the Contractor. After receiving written notice of said cause, the Contractor shall have forty-five (45) calendar days to cure said cause, except in the case of bankruptcy, fraud, criminal violation, or insolvency in which case no cure period shall be applicable. If it is impossible for the Contractor to cure said cause within forty-five (45) calendar days, it will be sufficient for the Contractor to show that it is taking all reasonable steps to cure said cause in an expeditious manner. If the Contractor fails to cure said cause to the reasonable satisfaction of the Administrator within such time, the Administrator shall so notify the Contractor by written notice.

For purposes of this Agreement, "cause" shall be defined as including, but not limited to, such actions as failure to establish the DPRS in accordance with the terms of this Agreement; gross mismanagement, fraud, gross negligence; being adjudicated a voluntary or an involuntary bankrupt, or

otherwise becoming insolvent; any substantial violation of any laws, ordinances, rules, or regulations, of any federal, state, or municipal governmental authorities; and any major breach of the Contractor's Agreement to comply with professional standards and practices relating to the DPRS.

In the event that this Agreement is terminated for cause, the Contractor shall forfeit all further compensation to be paid to the Contractor under the terms of this Agreement. The Contractor shall not be entitled to any termination costs. In addition to these remedies, the Administrator shall retain the right to seek any and all additional rights and remedies afforded by law.

22. Force Majeure

Neither the Administrator nor the Contractor shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed by any contingency beyond the reasonable control of the affected party which such party could not, by due diligence, have avoided. Such contingencies, including but not limited to, acts of God, acts of government authority, floods, explosions, and riots, shall not relieve the affected party of liability in the event of its failure to use diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, and to give notice and full particulars of the same in writing to other parties as soon as possible after the occurrence of the contingency that prevented or delayed performance of obligations.

If any such contingency occurs, the party delayed or unable to perform shall give prompt notice to the other party, and, if the contingency continues for a period of thirty (30) days, the party injured by the other's delay or inability to perform may elect to: (a) terminate this Agreement, or (b) suspend the performance of this Agreement for the duration of the contingency, up to a maximum of ninety (90) days from the date of first notice, but in no event beyond the term of this Agreement specified in Paragraph 2. Unless written notice is given no later than forty-five (45) days from that time when the injured party is notified, option (b) shall be deemed selected.

23. Liquidated Damages for Failure to Establish Conforming Service on Schedule

The Administrator and the Contractor acknowledge that in the event of a failure by the Contractor to establish full DPRS operations within six months after date of contractor selection, damage shall be sustained by the Administrator and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages that the Administrator will sustain in the event of such failure; and the Contractor

therefore agrees that it will pay the Administrator for such failures, at the sole discretion of the Administrator, the amount set forth below. The sole purpose of liquidated damages is to assure adherence to the performance requirements in the contract. The liquidated damages amounts set forth below will have been agreed upon by the Administrator and the Contractor *after negotiation, as a reasonable estimate of damages. No punitive intention is inherent.* Written notification of the failure to meet a performance requirement will be given by the Administrator to the Contractor. Liquidated damages for failure to commence full DPRS operations on the in-service start date are fifty thousand dollars (\$50,000) per day for each calendar day following the in-service start date. (See also Section 2.5.1)

23.1 Penalties/Sanctions for Non-Compliance

The Administrator and Contractor acknowledge that in the event of Contractor non-compliance with quality of service standards, sanctions will be applied, including but not limited to:

typing accuracy
typing speed
answer call times within 10 seconds
answer call times within 30 seconds
OPR identification
relay familiarity
answering machine protocol
any non-compliance with the contract/RFP (without the approval of the DTE).

24. Collection of Damages (Actual and Liquidated)

Amounts due to the Administrator as actual or liquidated damages may be deducted by the Administrator from any money payable to the Contractor pursuant to the Agreement or otherwise. The Administrator shall notify the Contractor in writing of any claim for actual or liquidated damages pursuant to this provision at least ten (10) calendar days prior to the date the Administrator deducts such sums from money payable to the Contractor.

Initials of Parties: _____

25. Severability

During any period in which any provision of this Agreement shall be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Agreement shall continue in full

force and effect as if such provision had never existed.

26. Headings

The headings used in this Agreement are for the convenience of reference only and are not intended, to any extent for any purpose, to limit or define *the text of any paragraph herein.*

27. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as applied to contracts formed and wholly performed in Massachusetts, and enforced in and by the Courts of the Commonwealth of Massachusetts

28. Waiver

Waiver, whether formal or constructive, by the Administrator of strict performance of any provision of this Agreement in any specific instance shall not be deemed a waiver of, nor shall it prejudice the Administrator's right to require strict performance of, the same provision or any other provision in the future. No course of dealing or failure of either party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

29. Taxes, Fees, and Licenses

All sales, property, excise and other federal state and local taxes, licenses or fees, if any, resulting from this Agreement shall be paid by the Contractor.

30. Transition to New Vendor

At the conclusion of the term of this Agreement, or upon the termination prior to conclusion of the term as provided herein, the Contractor agrees to cooperate with any new vendor for the DPRS and to provide assistance to facilitate the transition of the service to the new vendor.

31. Modifications to Agreement

The Administrator may request, at its sole discretion and by written notice,

that certain changes be made to the general scope of work without invalidating this Agreement. No changes in the scope of work shall be made by the Contractor without prior written approval of the Project Manager of the Administrator. Upon receipt of any such written request from the Project Manager of the Administrator for a change to the general scope of work, the Contractor at the Contractor's expense shall within a *reasonable time thereafter, submit to the Administrator a detailed written* estimate of the required price schedule adjustment to this Agreement. The Administrator will approve the modification and the costs associated with such work prior to the time the Contractor begins such work.

32. Conflicting Documents

To the extent, if any, that this Agreement conflicts with the RFP and/or the Contractor's proposal, this Agreement shall take precedence and control. To the extent, if any, that the RFP and Contractor's proposal conflict, the RFP shall take precedence and control.

33. Compliance with Laws

The Contractor and all persons furnished by the Contractor and its subcontractors (if any) shall comply with the applicable EEO, Fair Labor Standards Act, and the Occupational Safety and Health Act and all other federal, state, and local laws, ordinances, regulations, and codes, including identification and procurement of required permits, certificates, approvals, and inspections, in performance under this Agreement. The Contractor agrees to indemnify the Administrator for any loss or damage that may be sustained by reason of any failure to do so.

34. Licenses

No licenses, expressed or implied, under any patents are granted by the Administrator to the Contractor under this Agreement.

35. Releases Void

Neither party shall require waivers or releases of any personal rights from representatives or customers of the other in connection with visits to their premises, and both parties agree that no such releases or waivers shall be pleaded by them or third persons in any action or proceeding.

36. Survival of Obligations

The Contractor's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration only and not limitation, those in the clauses showing compliance with laws, records retention and availability, audits and inspections, regulatory authority, and general indemnification, shall survive termination, cancellation, or expiration of this Agreement.

37. Proprietary Information

Except as otherwise provided in accordance with a Non-disclosure Agreement duly executed by both parties:

a. Contractor's Information: No specifications, drawings, sketches, models, samples, tools, computer or other apparatus program, technical or business information or data, written, oral or otherwise, furnished by the Contractor to the Administrator or the Administrator's customers under this Agreement or in contemplation of this Agreement shall be considered by the Contractor to be confidential and proprietary.

b. Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "information") furnished to the Contractor under this Agreement, or in contemplation of this Agreement, shall remain the property of the Administrator. All copies of such information in written, graphic or other tangible form shall be returned to the Administrator at the Administrator's request. Unless such information was previously known to the Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by the Administrator or a third party it shall be kept confidential by the Contractor, shall be used only if performing under this Agreement, and may not be used for other purposes, except upon such terms as may be agreed upon between the Contractor and the Administrator in writing.

38. Modification to Conform to Law

This Agreement shall be subject to all applicable state and federal laws and regulations, court orders, rules and regulations, including, without limitation, the Americans with Disabilities Act. The business of both parties shall be conducted in a manner consistent with the Modification of Final Judgment, as amended, entered in United States vs Western Electric Co., Inc., C.A. No. 82-0193 (the "MFJ"), to the extent that the MFJ applies. In the event this Agreement, or any of the provisions hereof or the operations contemplated hereunder, are found to be inconsistent with or contrary to the MFJ or to any laws, rules or regulations, the MFJ or such laws, rules or regulations, as appropriate, shall be deemed to control and, if commercially practicable, this Agreement shall be regarded as modified accordingly and shall continue in full force and effect as so modified. If such modified Agreement is not commercially practicable, in the opinion of either party, the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in order to comply with MFJ or any applicable laws, rules, or regulations, then this Agreement may be terminated immediately by either party.

39. Entire Agreement -- Counterparts

This Agreement, incorporating all exhibits, constitutes the entire Agreement between the parties hereto. No other Agreement, statement, or promise relating to the subject matter of this Agreement which is contained herein shall be valid or binding. No changes, alternatives, or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.

40. Conflict of Interest/Non-discrimination Compliance

The Contractor agrees to comply with the provisions of the Administrator's Conflict of Interest statement and Non-discrimination Compliance Agreement which are annexed hereto.

For the Administrator

For the Contractor

Appendix 2

GIFTS AND GRATUITIES AND CONFLICTS OF INTEREST

Contractor certifies that, to the best of its knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Contractor and any employees of the Bell Atlantic of Massachusetts ("BA-MA") or its parent, affiliate or subsidiary companies, or between Contractor and any relative of an employee of BA-MA or any such companies, which would tend in any way to influence such employee in the performance of his or her duties on behalf of BA-MA or its parent, affiliate or subsidiary company in connection with the awarding, mailing, amending or making determinations concerning this Request for Proposal.

Contractor certifies that, to the best of its knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Contractor and any employees of Children's Hospital, or its affiliates or subsidiary companies, or between Contractor and any relative of an employee of Children's Hospital, or any such companies, which would tend in any way to influence such employee in the performance of his or her duties on behalf of Children's Hospital, its affiliates or subsidiary company in connection with the awarding, making, amending or making determinations concerning this Request for Proposal.

The exchange or offer of any money, gift item, personal service, entertainment or unusual hospitality by contractor to BA-MA or Children's Hospital, is expressly prohibited. This prohibition is equally applicable to officers, employees, agents or immediate family members. Any violation of this provision constitutes a material breach and will result in disqualification of the Contractor.

Appendix 3

NON-DISCRIMINATION COMPLIANCE UNDERTAKING

To the extent that this request for proposal is subject to them, Contractor shall comply with the applicable provisions of the following: Exec. Order No.11246, Exec. Order No. 11625, Exec. Order No.12138, Exec. Order No.11701, Exec. Order No.11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Order of the Secretary of Labor pertaining to Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the Contractor's employees, determine which Executive Order provisions are applicable. For contracts and orders valued at less than \$2,500, none of the clauses shall be considered a part of the contract. However, for contracts or orders of/or which aggregate to \$2,500 or more annually, the following table describes the clauses which are included in the contract or order:

Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.

Certification of non-segregated facilities.

Certification that an Affirmative Action Program has been developed and is being followed.

Certification that an annual Employers information report (EEO-1 Standard form 100) is being filed.

Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders.

Inclusion of the Minority and Women's Business Subcontracting Program clause in all contracts and orders.

Inclusion of the Listing of Employment Openings" clause in all contracts and orders.

\$2,500-\$5,000	\$5,000-\$10,000	\$10,000-\$50,000
	8	8
		1, 2, 5, 6, 7, 8
\$50,000-\$500,000	\$500,000 or more	
1,2,3,4,5,6,7,8	1,2,3,4,5,6,7,8	

*Applies only for business with 50 or more employees.

1. Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965, and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contracts and Subcontractors) as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

2. Certification of Non-segregated Facilities

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained, and that he will obtain a similar certification, prior to the award of any non-exempt subcontract.

3. Certification of Affirmative Action Program

The Contractor affirms that he has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the codes of Federal Regulation

4. Certification of Filing of Employer's Information Reports

The Contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1), or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises

(a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of the contract.

(b) The Contractor agrees to use its best effort to carry out this policy in the award of any subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned, controlled, and operated by minority group members or women, or in case of publicly-owned businesses, at least 51 percent of the stock is owned by minorities or women. For the purposes of this definition, minority group members are American: African Americans,

Hispanic American, Asian Americans, Pacific Islanders, American Indians, and Alaska Natives. Contractors may rely on written representations by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprises Subcontracting Program

(a) The Contractor agrees to establish and conduct a program that will enable minority and women's business enterprises (as defined in paragraph 5) to be considered fairly as subcontractors and suppliers under the contract. In its connection, the Contractor shall:

- (1) Designate a liaison officer who will administer the Contractor's minority and women's business enterprises program;
- (2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make or buy" decisions;
- (3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises;
- (4) Maintain records showing:
 - (i) Procedures that have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises;
 - (ii) Awards to minority and women's business enterprises on the source list; and
 - (iii) Specific efforts to identify and award contracts to minority and women's business enterprises;
- (5) Include the utilization of a minority and women's business enterprises clause in subcontracts that offer substantial minority and women's business enterprises subcontracting opportunities;
- (6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Contractor's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct; and
- (7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above in such a form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The Contractor further agrees to insert, in any subcontract hereunder that may exceed \$500,000 (or in the case of WBE, \$1,000,000 in the case of contracts for the construction of any facility and that offer substantial

subcontracting possibilities) provisions that shall conform substantially to the language of this agreement, including this paragraph (b).

7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Employment of People with Disabilities

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

Appendix 4

Table A

Section I

Location ☐ **Requirement** ☐ **Included** ☐ **Reference** ☐ **Yes** ☐ **No** ☐ **2.1** ☐ **Bid**
der of Record: Request for Formal RFP Submitted ☐ ☐ ☐ ☐ **2.1** ☐ **Proposal**
Submission: 1.0 copies, one marked "Master Copy" plus one ASCII copy
on diskette in IBM format ☐ ☐ ☐ ☐ **2.9** ☐ **Proprietary/Confidential Information:**
clearly identified ☐ ☐ ☐ ☐ **2.1.0** ☐ **Bidding Company: name, address, tax ID**
number ☐ ☐ ☐ ☐ **2.11** ☐ **Subcontractors: names and duties**
identified ☐ ☐ ☐ ☐ **2.12** ☐ **Financial History: documents included**
per Section 2.12 ☐ ☐ ☐ ☐ **2.13** ☐ **Bidder Certifications: completed form**
attached ☐ ☐ ☐ ☐ **Attachment 1** ☐ **Specific acknowledgement and agreement**
with all RFP requirements: completed form attached ☐ ☐ ☐ ☐

Table B

Section / Location ☐ **Met** ☐ **Reference** ☐ **Mandatory**
Items ☐ **Yes** ☐ **No** ☐ **3.2.1** ☐ **Location** ☐ ☐ ☐ **3.2.2** ☐ **Hours of**
Operation ☐ ☐ ☐ ☐ **3.2.3** ☐ **Call Carriage** ☐ ☐ ☐ ☐ **3.2.4** ☐ **No Charge for Calls to**
Relay Center ☐ ☐ ☐ ☐ **3.2.5** ☐ **Equipment** ☐ ☐ ☐ ☐ **3.2.6** ☐ **ANI**
Utilization ☐ ☐ ☐ ☐ **3.2.8** ☐ **Back-up Power** ☐ ☐ ☐ ☐ **3.2.9** ☐ **Switching**
System ☐ ☐ ☐ ☐ **3.2.10** ☐ **Voice and Hearing Carryover** ☐ ☐ ☐ ☐ **3.2.11** ☐ **No User**
Restrictions ☐ ☐ ☐ ☐ **3.2.12** ☐ **Blockage Rate** ☐ ☐ ☐ ☐ **3.2.13** ☐ **Dialing**
Access ☐ ☐ ☐ ☐ **3.3.1** ☐ **Average Answer Time** ☐ ☐ ☐ ☐ **3.4.1** ☐ **Confidentiality of**
Calls ☐ ☐ ☐ ☐ **3.4.2** ☐ **Emergency Calls** ☐ ☐ ☐ ☐ **3.4.3** ☐ **Pre-Subscription**
Utilization ☐ ☐ ☐ ☐ **3.4.8.1** ☐ **English Skills, Basic Skills, English**
Grammar ☐ ☐ ☐ ☐ **3.4.11** ☐ **Relay Operator (OPR)**
Identification ☐ ☐ ☐ ☐ **3.5.1** ☐ **Providing Quality Staff** ☐ ☐ ☐ ☐ **3.5.13.1** ☐ **Total Daily**
and Monthly ☐ ☐ ☐ ☐ **3.5.13.2** ☐ **Average Blockage Rate**
☐ ☐ ☐ ☐ **3.5.13.3** ☐ **Average Answer Time**
(Reports) ☐ ☐ ☐ ☐ **3.5.13.12** ☐ **Reports Within 21 Days**
(Reports) ☐ ☐ ☐ ☐ **3.5.13.17** ☐ **Additional Data Required**
(Reports) ☐ ☐ ☐ ☐ **3.5.14.2** ☐ **Monthly Summary Complaint**
Reports ☐ ☐ ☐ ☐ **3.5.15** ☐ **Availability of Reports** ☐ ☐ ☐ ☐ **5.1.3.1 (B)** ☐ **Financial**
Resources ☐ ☐ ☐ ☐ **5.1.3.1 (D)** ☐ **Experience** ☐ ☐ ☐ ☐

Table C

Evaluation Criteria

Technical Specifications Section Location

Reference Specification Rate Met Not Met Maximum Point

Value Point Award 3.2.3.1 Adequate

Capacity MP 2.5 3.2.5.1 Transmission

Speeds/Interruptability VA 1.0 3.2.7 DPRS User Preference

Database VA 1.0 3.2.10.1 Enhanced

VCO VA 1.0 3.2.10.2 Two-Way (One-Line)

VCO MP 2.5 3.3 System Configuration and Design

MP 2.5 3.3.3 Facility Expandability

MP 2.5 3.3.4 Hardware and Software Expandability and

Adaptability VA 1.0 3.3.5 Hardware and Software Updates and

Upgrades MP 2.5 3.3.6 System Service Upgrade-

ability VA 1.0 3.3.7 Network Access

MP 2.5 3.3.8.1 Access to 900 Services

MP 2.5 3.3.8.2 Access to Regional 800 Services and Special

Prefixes MP 2.5 3.3.8.3 Dialing Zero For Operator

Services VA 1.0 3.3.9.1 Additional Power

Options VA 1.0 3.3.9.2 Recorded

Announcements VA 1.0 3.3.9.3 Disaster Recovery

Plan VA 1.0 3.3.10 Service

Expansion VA 1.0 3.3.11 New

Technology VA 1.0 3.3.11.1 Voice-to-Text

Capability VA 1.0 3.3.11.2 Operator

Interaction VA 1.0 3.3.11.3 Speech-to-Speech

Relay VA 1.0 3.3.11.4 Video Relay

Service VA 1.0 3.3.12 Transfer

Capability VA 1.0 3.3.13 Intrastate Long Distance and Toll Call

Billing MP 2.5 3.3.14 Description of Interstate/InterLATA

Calling Procedures MP 2.5 3.3.15 Coin Operated Payphones

MP 2.5 3.3.16.1 Database MP 2.5 3.3.16.2 ANI

Call Setup VA 1.0 3.3.16.3 Wait Time Estimates

MP 2.5 3.3.17 Text-to-Voice

Capability VA 1.0 3.3.18 Two-way (Single-Line)

VCO VA 1.0

Total:

Maximum Points Available: 51.5

MP Indicates Must Provide specification

VA Indicates a Value Added specification

Table D

Evaluation Criteria

Operational Specifications□□Section Location

Reference Specification Rate Met Not Met Maximum Point

Value ☐ **Point Award** ☐ **3.4.4** **Multi-lingual Relay**

Service MP 2.5.3.4.1 Multi-lingual Translation AND Relay

Calls ☐ VA ☐ ☐ 1.0 ☐ ☐ 3.4.5 ☐ Relay Operator (OPR) Choice

MP 2.5 3.4.6 Operator Services VA 1.0 3.4.7 Work

Space □ VA □ □ □ 1.0 □ □ □ 3.4.8 □ Minimum OPR

Qualifications ☐ VA ☐ ☐ 1.0 ☐ ☐ 3.4.8.2 ☐ Typing

Speed VA 1.0 3.4.8.3 Spelling

Skills ☐ VA ☐ ☐ 1.0 ☐ ☐ 3.4.8.4 ☐ Transliteration/Translation of Non-Native

English VA 1.0 3.4.8.5 Relay OPR Proficiency Exam

☐MP☐☐2.5☐☐3.4.9.1☐Call Status

MP 2.5 3.4.9.1.1 Ringing VA 1.0 3.4.9.2 Relay User

Control VA 1.0 3.4.9.3 Typing Verbatim

MP 2.5 3.4.9.3.1 Transliteration/Translation of Non-Native

Written/Typed English ☐ MP ☐ 2.5 ☐ 3.4.9.4 ☐ Explaining Relay

MP 2.5 3.4.9.5.1.1 Voicing for the Text Telephone Device User

☐MP☐2.5☐3.4.9.5.1.2☐Typing for the Voice User

MP 2.5 3.4.9.5.2 Background Noise

☐MP☐2.5☐3.4.9.6☐Another Person On Line

MP 2.5 3.4.9.7 Redialing Busy MP 2.5 3.4.9.8 All

Comments Typed VA 1.0 3.4.9.8.1 Special

Circumstances ☐ VA ☐ 1.0 ☐ 3.4.9.9 ☐ Use of Third Person

MP 2.5 3.4.9.10 Corrections VA 1.0 3.4.9.11 Verifvi

ng Spelling VA 1.0 3.4.9.12 Relay Operators On Line

☐ MP ☐ 2.5 ☐ 3.4.9.13 ☐ Relay Operator Intrusion

MP 2.5 3.4.9.14 Name Not

Required ☐ VA ☐ 1.0 ☐ 3.4.9.15 ☐ "s" to Indicate Speech

Disability ☐ VA ☐ 1.0 ☐ 3.4.9.16.1 ☐ Capturing Announcements /

Messages ☐ VA ☐ 1.0 ☐ 3.4.9.16.2 ☐ Leaving Messages

MP 2.5 3.4.9.16.3 Retrieving Messages

☐MP☐☐☐2.5☐☐☐☐3.4.9.17☐OPR Changeover

☐MP ☐☐☐☐2.5 ☐☐☐☐☐3.4.10 ☐Handling of Obscenity Directed at

OPR VA 1.0 3.4.11.1 Inform User of Gender

☐ MP ☐ 2.5 ☐ 3.4 ☐ 11.2 Inform User of Trainee Status

MP 2.5 3.4.12 Caller-Provided Information VA 1.0

Maximum Points Available: 68.0

MP Indicates a Must Provide specification
VA Indicates a Value Added specification

Table E

Evaluation Criteria

Administration/Control Specifications ☐ **Section Location**

Reference ☐ **Specification** ☐ **Rate** ☐ **Met** ☐ **Not Met** ☐ **Maximum Point**

Value ☐ **Point Award** ☐ **3.5.1** ☐ **Providing Qualified**

Staff ☐ **MP** ☐ **2.5** ☐ **3.5.2** ☐ **Marketing |**

Outreach ☐ **MP** ☐ **2.5** ☐ **3.5.2.1** ☐ **Customer Service**

☐ **MP** ☐ **2.5** ☐ **3.5.3** ☐ **Billing for Long Distance Services**

☐ **MP** ☐ **2.5** ☐ **3.5.4** ☐ **Billing Arrangements**

☐ **MP** ☐ **2.5** ☐ **3.5.5** ☐ **Call Billing Record**

☐ **MP** ☐ **2.5** ☐ **3.5.6** ☐ **Complaint Resolution**

☐ **MP** ☐ **2.5** ☐ **3.5.7** ☐ **Consumer Input** ☐ **VA** ☐ **1.0** ☐ **3.5.8** ☐ **Relay**

Operator Training

☐ **MP** ☐ **2.5** ☐ **3.5.8.1** ☐ **Certification** ☐ **VA** ☐ **1.0** ☐ **3.5.8.2** ☐ **Disability**

Awareness ☐ **VA** ☐ **1.0** ☐ **3.5.9** ☐ **Supervisor Training**

☐ **MP** ☐ **2.5** ☐ **3.5.10** ☐ **Relay Operator**

Counseling ☐ **VA** ☐ **1.0** ☐ **3.5.10.1** ☐ **Additional Counseling**

Services ☐ **VA** ☐ **1.0** ☐ **3.5.11** ☐ **Staffing for Call Volume/Usage**

Patterns ☐ **VA** ☐ **1.0** ☐ **3.5.12** ☐ **Policy and Procedures**

Manual ☐ **VA** ☐ **1.0** ☐ **3.5.13.4** ☐ **Average Calls in**

Queue ☐ **MP** ☐ **2.5** ☐ **3.5.13.5** ☐ **Average Call**

Length ☐ **MP** ☐ **2.5** ☐ **3.5.13.6** ☐ **Number of Calls at Various**

Lengths ☐ **MP** ☐ **2.5** ☐ **3.5.13.7** ☐ **Longest**

Duration ☐ **MP** ☐ **2.5** ☐ **3.5.13.8** ☐ **Usage**

Patterns ☐ **MP** ☐ **2.5** ☐ **3.5.13.9** ☐ **OPRs on**

Duty ☐ **MP** ☐ **2.5** ☐ **3.5.13.10** ☐ **Status of OPR**

Training ☐ **MP** ☐ **2.5** ☐ **3.5.13.11** ☐ **Number of Call**

Types ☐ **MP** ☐ **2.5** ☐ **3.5.13.13** ☐ **Automatic Electronic**

Production ☐ **VA** ☐ **1.0** ☐ **3.5.13.14** ☐ **Reporting**

Format ☐ **VA** ☐ **1.0** ☐ **3.5.13.15** ☐ **Capacity for Ad Hoc**

Reports ☐ **VA** ☐ **1.0** ☐ **3.5.13.16** ☐ **Annual Forecast Usage**

Figures ☐ **MP** ☐ **2.5** ☐ **3.5.14.1** ☐ **DPRS Quarterly**

Reports ☐ **MP** ☐ **2.5** ☐ **3.5.14.3** ☐ **Annual Customer**

Satisfaction ☐ **MP** ☐ **2.5** ☐ **3.5.16** ☐ **Plan for Service Start-**

up ☐ **VA** ☐ **1.0** ☐ **3.5.17** ☐ **Operational**

History ☐ **VA** ☐ **1.0** ☐ **5.1.3.1(C)** ☐ **Site**

Requirements ☐ **MP** ☐ **2.5** ☐ **5.1.3.1(E)** ☐ **Disability**

Representation ☐ **VA** ☐ **1.0** ☐

Maximum Points Available: 65.5

Total: _____

'MP' Indicates a Must Provide specification

'VA' Indicates a Value Added specification

Appendix 5

**RULES AND PRACTICES RELATING TO
TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS**

TABLE OF CONTENTS

Page No.

PART 1. DEFINITIONS AND GENERAL PROVISIONS

Rule 1.1 Definitions
.....1

Rule 1.2 Written Communications
.....2

**PART 2. CUSTOMER INFORMATION ON RATES, SERVICES AND
THE PROVISION OF THESE RULES**

.....2

PART 3. BILLING AND PAYMENT STANDARDS

Rule 3.1 Billing Frequency
.....2

Rule 3.2 Payment of Bills
.....2

Rule 3.3 Computation of Payment Period
.....3

Rule 3.4 Billing Information
.....3

Rule 3.5 Charges and Billing for
Installation, Connection, and
Restoration of Service
..... 3

Rule 3.6 Customer Protection Notices
..... 4

PART 4. SECURITY DEPOSITS AND GUARANTEES

A. Deposits
..... 5

Rule 4.1 New Service

Bell Atlantic — Request for Proposals: Massachusetts Dual Party Relay Service

..... 5

**Rule 4.2 Restoration of Discontinued
Service**

..... 5

Rule 4.3 Subsequent Service

..... 5

Rule 4.4 Other Standards Prohibited

..... 5

B. General Deposit Conditions

..... 5

Rule 4.5 Terms and Conditions of Deposits

..... 5

PART 4. (Cont'd)
No.

Page

C. Guarantees

6

.....

**D. Right to Appeal Company Decisions
Concerning Deposits**

..... 7

**E. Refunds of Existing Deposits and
Termination of Guarantee Agreements**

..... 7

**PART 5. DISCONTINUANCE OF SERVICE AND REMOVAL
OF ACCOUNTS**

.....7

**A. Grounds for Discontinuance of Service
and Removal of Account**

7

.....

B. Notices of Discontinuance of Service

..... 8

C. Removal of Account

..... 9

D. Serious Illness and Personal Emergency

.....10

PART 6. COMPLAINTS AND DISPUTED CLAIMS

.....12

PART 7. DEFERRED PAYMENT

.....14

PART 8. TELEPHONE SERVICE OF ELDERLY PERSONS

..... 15

Rule 8.1 Identifying Elderly Persons

..... 15

Rule 8.2 Notification

.....16

Rule 8.3 Application for Approval to

102